Official Notice #57742
Request for Proposal

Grand Trunk/Bay View Wetland Habitat Restoration Project in the Milwaukee Estuary Area of Concern

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE
809 North Broadway
Milwaukee, Wisconsin 53202

The Redevelopment Authority of the City of Milwaukee (RACM) is seeking a consulting firm, or consulting team, (“Consultant”) who has experience with wetland restoration, aquatic habitat restoration environmental assessment, channel bioengineering, stream geomorphology, and brownfield remediation. The Consultant will provide professional engineering/technical services to develop the project design; prepare plans, estimates, and specifications; obtain permits; and create bid documents for an ecological restoration project in the Bay View Wetland located at the Grand Trunk site. The Grand Trunk site is located at 1980 S. Marina Dr./632R E. Bay St. within the Milwaukee Estuary Areas of Concern (AOC). The goal is to restore the wetland to be a benefit for fish and wildlife as well as an asset for the community.

The Wisconsin Department of Natural Resources (WDNR) received Great Lakes Restoration Initiative (GLRI) funding to implement habitat restoration projects within the Milwaukee Estuary AOC. WDNR has partnered with RACM to manage and implement this project.

The RFP can be found on the Department of City Development (DCD) website at the following link: http://city.milwaukee.gov/DCD/RFPs

Questions regarding this RFP should be addressed to RACM’s Procurement and Compliance Manager, Scott Stange, in writing via email at sstang@milwaukee.gov

A MANDATORY a Site Walk Through and Question and Answer Session will be held on July 31, 2017 at 9:00 a.m. CST at the Grand Trunk/Bay View Wetland Site – 1980 South Marina Drive, Mid Gate – Please wear a reflective vest, sturdy boots, long sleeves, long pants, and be prepared to get muddy and/or wet. PLEASE NOTE: Consultants considering submitting a proposal must attend this walkthrough and sign in upon arrival.

Questions regarding the RFP are due by August 7, 2017 by 5:00 p.m. CST.

An addendum will be published no later than August 11, 2017 by 5:00 p.m. CST

Proposals are due August 18, 2017 by 11:00 a.m. CST
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Attachments
A. Maps
B. List of documents associated with the RFP and a link to the website where they can be found.
C. Affidavit of No Interest (to be filled out by the winning proposal, prior to issuance of the contract)
D. Suspension, Debarment Certification Form (Federal)
E. Designation of Confidential and Proprietary Information Form
I. WORK LOCATION & INFORMATION:

The Bay View Wetland is located on two parcels at 1980 South Marina Drive and 632R E. Bay St. A portion of the habitat restoration work will take place within a riparian zone along a narrow channel ("South Channel") at the south edge of 632R E. Bay St. These two properties and the channel shall be collectively known as the "Project Site" (See the maps in Attachment A). Both properties within the Project Site are owned by the City of Milwaukee.

There are tenants within the Project Site. Michels Corporation is the primary tenant and currently leases the northern portion of the parcel at 632R E. Bay St. for a materials yard. They maintain an active work site with trucks entering and exiting the property and construction equipment moving around.

Personal Protective Equipment (PPE) must be worn while working in and around the Project Site. In this case, PPE consists of sturdy shoes, a reflective vest, and safety glasses. It is recommended that long sleeve shirts and pants are worn for protection against invasive plants.

Access to the Project Site is restricted and must be coordinated through RACM. Please see aforementioned information regarding the MANDATORY walkthrough.

II. PROJECT COORDINATION

RACM is managing the habitat restoration work on behalf of the City of Milwaukee and the Port of Milwaukee. The contract with the Consultant will be held by RACM. It will be co-managed by the RACM Project Manager and the WDNR Milwaukee Estuary AOC Coordinator. There will be input from various stakeholders including the Port of Milwaukee and the Harbor District, Inc. The design of this project will be informed by the City of Milwaukee’s planning efforts in the area. These efforts include, but are not limited to, the City’s Southeast Side Area Plan, Bay View Wetland Master Plan, and the Harbor District’s Water and Land Use Plan (WaLUP).

III. BACKGROUND

The Bay View Wetland is located within the former Grand Trunk Car Ferry site in the Milwaukee Harbor. The area was used as a rail yard and is surrounded by industrial sites and a working port (Port Milwaukee). Even though the land in this area and the wetland itself has been altered and influenced by its industrial past, this remnant wetland persists and has retained important ecological features. At 6.5 acres, it is by far the largest, if not only wetland remaining in the estuary, thereby providing an important opportunity for restoration of fish spawning and other wetland and riparian habitat in the estuary. It is the only wetland left in the Kinnickinnic watershed with the natural hydrology necessary to restore a functional seiche wetland, which is a critical habitat important for northern pike spawning. The site also contains an isolated population of Butler’s Gartersnake, a Species of Local Conservation Interest (SLCI) now mostly absent from the estuary and opportunity for restoring populations of several other SLCI which have significantly declined. A restored wetland could contribute to enhancing habitat and populations of several of SCLI in the AOC.

Currently the site consists of a degraded wetland that is connected to the Kinnickinnic River via a shallow channel and culvert that is not appropriate for fish passage. The banks of the
channel, while vegetated are also in a degraded condition. The connection to the river, estuary and lake directly influence the water level in the wetland. Due to historical land disturbance and filling the wetland does not have an adequate area or depth for spawning habitat. Invasive plant species such as Phragmites australis are present in the wetland. Various wetland and habitat types are present on site including emergent marsh, wet prairie, warm water stream, floodplain forest, and grassland. The site also has an upland portion that was filled with soil from a road construction project. As with almost all previous industrial sites in the harbor, there are some brownfield issues with this site. RACM has already retained a consultant to investigate any contamination present. It is understood by all parties that any remediation related regulatory obligations of RACM are separate from this project. However, it is hoped that a mutually beneficial solution can be found to dealing with any contamination present on site and the construction of the wetland restoration.

The City of Milwaukee Southeast Side Area Plan identified improvements to the Grand Trunk site, the AOC and Kinnickinnic River as catalytic improvements to the area. RACM identified the Fund for Lake Michigan as a resource for the restoration of the wetland with potential for a coastal or seiche wetland for fish habitat. RACM applied for and received private grant funding to have a master plan for the site prepared as well as a feasibility study to develop more refined design scenarios for the wetland restoration. The first result of the grant funding was the Bay View Wetland Master Plan Final Report, released in April of 2014 and work prepared by AECOM in 2016/2017. AECOM’s work refined the possible design scenarios, defined restoration boundaries, conducted a limited geotechnical investigation, and completed additional environmental investigation.

Coordination and oversight of the restoration is being managed by RACM. RACM is working closely with the Wisconsin Department of Natural Resources, Harbor District, Inc., and the Port of Milwaukee.

IV. SCOPE OF SERVICES

The funding available for the work under the professional services contract is $220,000. The Consultant will perform all services necessary for the final design of the restoration project, obtain permits, put together plans and create construction documents for bidding purposes. Portions of the work required to complete the Scope of Services maybe completed by another Consultant. These tasks include, but are not limited to, NR347 sediment investigation, historic fill exemption, and other brownfield-related tasks. The Consultant selected as part of this RFP is expected to cooperation and work in harmony with other consultants, engineers, stake holders, or government agencies that are, or may become, involved with this project. As the funding agreement is under a rigid timeline, time is of the essence in performance of the anticipated work.

A. Key Tasks

The Consultant will be responsible for completing the following tasks. Additional details are available below in **Section IV(D) RFP Tasks and Deliverables**.

1. Developing plans and specifications for wetland restoration
2. Permitting, regulatory compliance and approvals
3. Quality assurance documentation
4. Reporting
5. Public outreach and collaboration
6. Any other tasks necessary to complete items 1-5 including

B. Information Provided

The following information is available electronically on the Department of City Development (DCD) website at the following link: http://city.milwaukee.gov/DCD/RFPs

1. City of Milwaukee Southeast Side Area Plan
2. Bay View Wetland Master Plan
3. AECOM Documents
   a. Channel Restoration Alternative
   b. Wetland Restoration Alternative
   c. River Hydrology and Water Levels Memo
5. Select Milwaukee Estuary AOC Remedial Action Plan Updates
   a. 2016 Plan Update
   b. 2015 Plan Update
   c. 2013 Plan Update
6. Ordinary High Water Mark Documentation (* will be available in the addendum)
7. City of Milwaukee Utility Information
   a. Qtr. Sec. 466 Area Sewer Map
   b. 1942 – S. Marina Dr. – Plan of Sewer
   c. Grand Trunk Utilities Scan
   d. Marina Drive Area from Microstation
8. SCLII Analysis for Bay View Wetland – Communication Document
9. AES Project Memo – Water Levels

Access to the site will be provided during only during the MANDATORY walk through and Question & Answer meeting on July 31, 2017 at 9:00a.m. CST at the Grand Trunk/Bay View Wetland Site – 1980 South Marina Drive, Mid Gate.

C. Project Goals, Objectives, and Recent Activities

The City of Milwaukee has proposed restoring this site which includes a large wetland complex that is hydrologically connected to the Kinnickinnic River and Estuary. The goal is to restore the wetland to be a benefit for fish and wildlife as well as an asset for the community. RACM has been working to determine a baseline engineering scenario and preliminary cost estimates to manage soil and sediments and develop a remedial action plan. This preliminary work was completed using Fund for Lake Michigan resources. The proposed scope of work for this next phase of the project will include developing a final ecological restoration plan, obtaining regulatory approvals, developing construction documents and specifications, obtaining permits, hiring owner’s rep services and conducting public outreach.

The Bay View Wetland restoration has been identified as a management action for the Loss of Fish and Wildlife Habitat beneficial use impairment in the Milwaukee Estuary AOC Remedial Action Plan Update for 2016. This project will contribute to the
completion of one management action. The management action projects were selected in consultation with the Fish and Wildlife Technical Advisory Committee (Tech Team). The Tech Team identified the following necessary project elements, fish and wildlife goals addressed by the project and metrics for evaluating the project. These elements, goals and metrics will be included in the final design and implementation of the Bay View Wetland Restoration project (see appendix B, 2015 Milwaukee Estuary AOC Remedial Action Plan Update. The City is already incorporating these elements into the feasibility planning phase of the project.

- A seiche wetland with a passively controlled hydrologic connection to the river and in turn estuary. The connection should be passable by aquatic organisms, with northern pike the target species to use for design purposes.
- An adequate buffer between aquatic habitats and development (as defined in goal 3 of the Draft Milwaukee Estuary AOC Fish and Wildlife Plan).
- Any passive recreational activities on site should not interfere or be in conflict with the habitat or wildlife value of the site.
- Incorporate ephemeral wetlands on the site that remain fish-free and preserve, enhance and/or creating snake denning sites. These are critical habitats for semi-aquatic SLCI are already present on site.

**Preserve and restore upland habitat on site that support sustainable SLCIs (i.e. first do no harm to existing species inhabiting the site).**

Maximize benefits for multiple species (fish, waterfowl, invertebrates, etc.) with a focus on SLCI (see Species Checklists and match SLCI to proposed habitat goals).

The desire and/or need for public access at the Grand Trunk site is being evaluated as part of the Harbor District Inc. Water and Land Use Plan. Public access and public will be considerations for how the restoration of the site evolves.

**Fish and Wildlife Plan Goals Addressed by Project**

1. Enhance/improve aquatic habitat by:
   a. Identifying and enhancing fish spawning sites from Lake Michigan to the tributaries and headwaters where opportunities exist (e.g., inner and outer harbors, Milwaukee River downstream of the North Ave. Dam pedestrian bridge), and/or
   b. Improving lateral connectivity by connecting aquatic habitat to floodplain wetland with suitable hydroperiod from Lake Michigan to the tributaries and headwaters where opportunities exist.

2. Improve aquatic habitat connectivity by:
   a. Improving linear connectivity by restoring or enhancing fish and aquatic organism passage from Lake Michigan to the tributaries and headwaters, and/or
3. Enhance/improve terrestrial, semi-aquatic, and/or riparian habitat by:
   a. Expanding habitat buffer width to a minimum of 75 feet, and/or
   b. Where possible, expanding shoreline buffers up to 1,000 feet to meet core habitat area needs for semi-aquatic species, and/or

4. Improve terrestrial riparian habitat connectivity by expanding riparian buffer habitat quality and continuity.

5. Protecting high-quality areas or environmentally sensitive lands, especially those supporting rare and protected species.

The Bay View Wetland Restoration project will enhance and expand the wetland habitat in the estuary area of the AOC. Currently, there is a lack of suitable wetland habitat and aquatic habitat within the estuary. The objectives of this project are to; restore a diversity of wetland, shoreline and terrestrial upland buffer habitat on the site and improve aquatic habitat connectivity and provide enhanced fish spawning habitat. The success at meeting the goals and objectives of this project will be measured not only by the incorporation of necessary project elements but also by the following criteria.

Criteria/Metric for Evaluating Project Goals and Objectives

- Creation and protection of wetland habitat through the establishment of a functional seiche wetland with suitable Northern Pike spawning habitat on site.
- Spawning of Northern Pike demonstrated.
- Physical establishment of a functional, fish-free, ephemeral wetland habitat on site, occupied by ephemeral wetland dependent SLCI (e.g., amphibians, fairy shrimp).
- Area of enhanced wetland habitat, with a goal of at least 6.5 acres of wetland and habitat present on site.
- Number of impediments removed to establish functional aquatic organism passage.
- Volume of historic fill removed.
- Area of upland buffer habitat surrounding wetland habitats created or enhanced.
- An increase in the number of SLCI utilizing the site, as measured by appropriate occupancy documentation.

D. RFP Tasks and Deliverables

The following is a list of tasks that must be completed for the project along with the deliverables associated with each task.

1. Plans and Specifications

   Develop detailed engineered plans and specifications for the wetland restoration that includes an ecological restoration plan, culvert design and a channel restoration suitable for bidding purposes. Cost estimates for construction. An invasive species and vegetation management and maintenance plan should be developed and recommendations for improvements to upland areas. The plans
will be developed in accordance with the Project Scope detailed in the above section and AOC fish and wildlife habitat restoration goals.

Deliverables:

a. Preliminary and final engineering designs and specifications in paper (2 copies with full size drawings) and electronic formats (PDF, CADD, GIS).
b. Engineer’s cost estimates for construction
c. An invasive species and vegetation management plan (aquatic and terrestrial) with provisions made for long-term implementation
d. Recommendations for improvements to the upland areas
e. Survey including topographic features
f. Wetland delineation
g. Consideration for public access and public use within the Grand Trunk site

2. Permitting, Regulatory Compliance and Approvals

Prepare all applicable federal, state and local permit applications and gain regulatory approval for the Bay View Wetland project as required. This includes preparing materials and ensuring compliance with, but may not be limited to, National Historic Preservation Act, National Environmental Policy Act, Wisconsin Environmental Policy Act, Wisconsin State Statute Chapter 30, Milwaukee Metropolitan Sewerage District Chapter 13, City of Milwaukee Code of Ordinances Chapter 120. The plans will also include development of a storm water management plan for the site to ensure that the wetlands are not negatively impacted by runoff. Some type of permanent conservation protection for the site (conservation easement or equivalent).

Deliverables:

a. Copies of NEPA documentation
b. Copies of WEPA documentation
c. Wisconsin Archaeological Survey
d. An approved City of Milwaukee Storm Water Management Plan and correspondence from MMSD, DNR, and City of Milwaukee
e. Copies of permits from the DNR, US EPA, Army Corps of Engineers
f. Copies of all permit applications, materials and regulatory correspondence

3. Quality Assurance Documentation

Prepare and gain approval for a Quality Assurance Project Plan (QAPP) or other acceptable Quality Assurance documentation for all activities included within this scope from DNR and US Environmental Protection Agency.

Deliverables:

a. Completed QAPP in electronic format.
4. Reporting

Prepare and submit quarterly grant reports, quarterly invoices and a final report. Reports will be submitted January 1, March 1, July 1, and September 1. Reports will identify amount expended per quarter, activities conducted, and planned activities for the following quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the time and how they were addressed.

Deliverables:

a. Quarterly Project Reports for each quarter from receipt of funding or pre-award cost eligibility through project close out.
b. Project schedule in Gantt chart form identifying major milestones and invoicing increments
c. Minutes from monthly client meetings

5. Public Outreach & Collaboration

Collaboration with project partners and stakeholders.

The consultant is expected to prepare materials and record comments at two (2) public outreach events. The Consultant is expected to present information to the technical advisors and stakeholders on two (2) occasions. RACM will collaborate with the WDNR via the WDNR AOC Coordinator and other appropriate staff throughout the project. RACM will include in all phases of the project appropriate public input processes and notices in addition to soliciting input from the AOC Tech Team, Harbor District, Inc. and other stakeholders during the design phase of the project. The Consultant selected as part of this RFP is expected to cooperation and work in harmony with other consultants, engineers, stake holders, or government agencies that are, or may become, involved with this project. Note: The AOC Tech Team meetings are publically noticed and may count as a public meeting. WDNR staff and RACM staff will work with the Consultant to schedule any public events.

Deliverables:

a. Large format boards, posters and Powerpoint slides for the two (2) public outreach events
b. Handout materials and Powerpoint presentations for the two (2) technical advisor meetings
c. Summary of findings, comments and minutes from all public outreach
d. Copies of correspondence with other consultants, engineers, stakeholders, or government agencies involved with the project
V. PROJECT SCHEDULES

A. The project schedule –

- August 18, 2017  Proposals Due
- September 7 & 8, 2017  Anticipated Interview Dates
- September 2017  Anticipated Contract Award
- September 21, 2017  RACM Board Approval
- December 2017  Presentation to Technical Advisors and Stakeholders
- March 2018  Public Outreach Event
- July 2018  Presentation to Technical Advisors and Stakeholders
- July 30, 2018  Work Completion/Public Outreach Event
- August 31, 2018  Project Close-Out
- September 15, 2018  Final Invoice Due
- September 2018  Bid Construction Work

The Consultant will be expected to attend monthly client meetings, provide at least two presentations to technical advisors and stakeholders, and facilitate at least two public outreach events.

Upon execution of a contract with the Consultant, it is RACM’s intention for the scope of services to begin in September 2017 and be completed no later than August 30, 2018.

The successful Consultant will be expected to honor the prices identified in this RFP for the duration of the contract and complete the Scope of Work within the Time Frame, unless modified by mutual agreement in writing.

VI. PROPOSAL PROCESS, REQUIREMENTS AND SELECTION PROCEDURES

A. Overview of Process

The Consultant will be selected based on qualifications, experience, approach to the project and cost. A RFP Review Committee will evaluate all proposals according to the proposal ranking criteria and select two to five proposals and schedule interviews. The Consultant will then be asked to give a presentation with follow up Q&A by the Project Team. The Project Team will select the successful firm based on their proposal, interview, cost, reference checks and experience in providing the requested services.

B. Proposal Contents

Consultants responding to this RFP must provide the following information in their proposals. Brevity is encouraged. Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.
1. Title Page

The title page should include "Request for Proposal #57742, Redevelopment Authority of the City of Milwaukee, Request for Proposal for Professional Services for the Grand Trunk/Bay View Wetland Habitat Restoration Project in the Milwaukee Estuary Area of Concern," and the name of the firm(s), address(es), telephone number(s), name of primary contact person, e-mail address of primary contact person, and date. The Title Page should be no longer than one (1) double-sided page.

2. Cover Letter

The letter of transmittal should concisely state the Consultant's understanding of the work to be performed. The names of those authorized to make representations on behalf of the Consultant, their titles, addresses, and phone numbers must be included. The Cover Letter should be no longer than one (1) double-sided page.

3. Firm Background and Experience (This should be no longer than five (5) double-sided pages)

   a. Describe your approach to the project and the how you will meet the required Scope of Services
   b. Describe the organization of the staff team that will complete the work. (Identify all members of a multi-firm proposal)
   c. Profile two similar projects completed by the Consultant(s), providing references with contact person name and phone number.
   d. Describe staff qualifications including experience in the appropriate disciplines for completion of the scope of work.
   e. Provide management level members and their role in the project.
   f. Cost for Services based on a lump sum rather than time and materials basis. Cost cannot exceed $220,000. Provide general budget details and costs for each major task including: plans and specifications; permitting; QAPP; construction documents; and reimbursable expenses.
   g. Provide a breakout of the proposed timeline in Gantt chart form, include major milestones, invoicing increments, and describe how you will meet the Work Completion date of July 30, 2018.
   h. Explain how the Consultant will meet the M/WBE goals

C. Selection Criteria

A panel of RACM, WDNR, City, and Harbor District staff will evaluate and rank the proposals based largely on the criteria below:

   o Proposed approach to project (up to 30%)
   o Project staff qualifications (up to 25%)
   o Experience with similar projects (up to 20%)
   o Capability of meeting project schedule and requirements (up to 20%)
   o Meeting the M/WBE Goals (up to 5%)
### D. Other Requirements

#### 1. Insurance

Before commencing work the Consultant shall furnish RACM, for review and approval, evidence of the following insurance coverage:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation compensation</td>
<td>Statutory Limit (Maintain worker’s insurance for all employees engaged in the work)</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations.</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations.</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

The Consultant shall provide RACM with Certificates of Insurance (COI) evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. The COI must be counter-signed by an insurer, covering the period of the agreement/contract. RACM shall be named as an additional insured with respect to General and Automobile liability coverage, except for the Professional Liability. Failure to provide the insurance required shall permit RACM to terminate a Contract. RACM, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:
[Insurance Company] will mail notice of cancellation (including for non-payment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. [Insurance Company] will mail the notice at least 30 days before the effective date of our action.

The Consultant shall not permit the coverage to lapse and shall furnish evidence of coverage to RACM.

The certificate holder shall be noted as:

Redevelopment Authority of the City of Milwaukee
809 N. Broadway, 3rd floor
Attn: Scott Stange, Purchasing/Contract Services
Milwaukee, WI 53202

2. Minority/Women Business Enterprises (M/WBE) Participation

Current Fair Share Objective /Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000, or more. The WISCONSIN DEPARTMENT OF NATURAL RESOURCES has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

COMBINED RATE: MBE 8%; WBE 8%

Resources that may be helpful in achieving these participation rates include:

https://wisdp.wi.gov/Search.aspx

http://wisconsindot.gov/Pages/doing-business/civil-rights/dbe/certified-firms.aspx

https://www.epa.gov/resources-small-businesses

Negotiating Fair Share Objectives /Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub recipients, loan recipients, and prime contractors also comply.
Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) The prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

C. Contract Format

It is the intent of the City to negotiate a professional services agreement with the successful Consultant. The basis for the contract will include this RFP and the successful proposal. The successful Consultant shall be expected to honor the cost schedule identified in their proposal for the duration of the contract, unless modified by mutual agreement in writing.

The City reserves the right to negotiate or reject any and all proposals and award a contract that it deems is in the best interest of RACM and the WDNR.

D. Products

The Consultant shall provide deliverables and attend meetings as noted under the Scope of Services. All results (including work in progress) from this contract will remain the property of RACM. RACM will have access to all other working papers or information stored on a computer or computer disk of the Consultant concerning this contract; the Consultant should check with RACM prior to destroying any working papers or information stored on a computer or computer disk. The Consultant may release no information about this proposed project without RACM’s prior authorization.
E. Submission Deadline

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Scott Stange. Questions must be sent in writing no later than August 7, 2017 by 5:00p.m. CST. Questions initiated after August 7, 2017, will not be considered. All addendums issued by the RACM will be posted on the Internet at http://city.milwaukee.gov/DCD/RFPs by August 11, 2017 by 5:00p.m. CST.

It is the responsibility of the Proposer, prior to submitting a response to the RFP, to determine whether all addendums have been received and are included in the RFP response.

1 (one) original, 7 (seven) copies, and one electronic copy on a jump drive of the proposal should be submitted to RACM’s Bid Desk no later than 11:00 a.m. CST, August 18, 2017. Late submissions will not be accepted.

Proposals should be mailed or delivered to:

Bid Desk
Department of City Development
809 N. Broadway, 2nd floor
Milwaukee, WI 53202-3617

Proposal to be clearly marked: Official Notice #57742

*** Please note: For proposals submitted by courier delivery service (e.g. UPS®, FedEx®, etc.), the building at the address above does not open until 8:00 a.m. Instructions to delivery drivers should be explicit in regard to that time as well as the above noted address of the bid desk. Without such instructions, a package may not be delivered on-time to the correct location within the City complex.
VII. GENERAL RACM REQUIREMENTS

1. Interpretations of RFP
Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Consultants shall be bound by such, whether or not received by the Consultant.

2. Receipt of Proposals
Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultant should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals
Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Consultant in preparing a proposal for offer to RACM confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals
RACM reserves the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to sub Consultants or employees.

5. Award of Contract
Staff from RACM will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the staff intends to select a Consultant based on the proposals received, the staff may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. The RACM will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.
6. Contract Payments
The RACM and the Consultant will agree on a performance and payment schedule. The Consultant will submit to the RACM invoices itemizing the services performed as a percentage of task completion and cost incurred since the last request for payment. Payment will be made only after review of the Consultant’s work product and upon acceptance by the RACM of the deliverables and services performed.

7. Termination of Contract for Cause
If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, the RACM shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of the RACM, become the property of the RACM. Notwithstanding the above, the Consultant shall not be relieved of liability to the RACM for damages sustained by the RACM by virtue of any breach of the contract by the Consultant.

8. Sales Tax
Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the City of Milwaukee is exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. Consultants are, however, responsible for determining the impact of the State of Wisconsin’s Sale and Use Tax on their proposal.

9. Request for Proposal
This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, the RACM reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous
The RACM (City of Milwaukee) reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. The RACM will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the RACM (City of Milwaukee) has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity
The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Consultant
must agree to comply with Executive Order No. 11246, entitled “Equal Employment Opportunity” and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification
The Consultant agrees that it will indemnify, save and hold harmless the RACM and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorney’s fees, photocopying expenses and expert witness fees, recovered from or asserted against the RACM or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or sub Consultants.

RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Consultant or any of its agents, servants, employees or sub Consultants, to the Consultant or its insurer and, upon such tender, it shall be the duty of the Consultant and its insurer to defend such claim or action without cost or expense to RACM.

13. Slavery Disclosure
The successful Consultant will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics
It is the policy of the Department of City Development, Redevelopment Authority (DCD-RACM), that contracts shall not be awarded to any Consultant team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law
Both parties understand that the Redevelopment Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, et seq. The Consultant acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Consultant must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.
Checklist of Documents Required for this RFP

(page limits for submittals provided below)

- Title Page (no more than one (1) double sided page)
- Letter of Transmittal (no more than one (1) double sided page)
- Firm Background and Experience (no more than five (5) double sided pages)
- 1 (one) original hard copy, 7 (seven) hard copies, and 1 (one) electronic copy on a jump drive of the proposal
Official Notice #57742
Grand Trunk/Bay View Wetland Habitat Restoration Project in the Milwaukee Estuary Area of Concern

Attachment A
Map of the Harbor District

Grand Trunk Site/ Bay View Wetland
1980 S. Marina Dr. & 632 R E. Bay St.
Official Notice #57742
Request for Proposal

Grand Trunk/Bay View Wetland Habitat Restoration Project in the Milwaukee Estuary Area of Concern

Attachment B
List of Documents Associated with the RFP

Links to these documents can be found at: 
http://city.milwaukee.gov/DCD/RFPs

1) City of Milwaukee Southeast Side Area Plan
2) Bay View Wetland Master Plan
3) AECOM Documents
   a. Channel Restoration Alternative
   b. Wetland Restoration Alternative
   c. River Hydrology and Water Levels Memo
4) Geotechnical Engineering Report – Proposed Bay View Wetlands Culvert
5) Select Milwaukee Estuary AOC Remedial Action Plan Updates
   a. 2016 Plan Update
   b. 2015 Plan Update
   c. 2013 Plan Update
6) Ordinary High Water Mark Documentation (*will be available in the addendum)
7) City of Milwaukee Utility Information
   a. 466 Area Sewer Map
   b. 1942 – S. Marina Dr. – Plan of Sewer
   c. Grand Trunk Utilities Scan
   d. Marina Drive Area from Microstation
8) SCLI Analysis for Bay View Wetland – Communication Document
9) AES Project Memo – Water Levels
ATTACHMENT C

AFFIDAVIT OF NO INTEREST – to be filled out by the winning proposal, prior to issuance of the lease

STATE OF WISCONSIN ]

MILWAUKEE COUNTY ]

_____________________, being first duly sworn, on oath deposes and says that he/she is the agent of the ____________________________, Organization, for the submission for Official Notice No. #57742, Request for Proposals (RFP): Grand Trunk/Bay View Wetland Habitat Restoration Project in the Milwaukee Estuary Area of Concern.

Affiant further deposes and says that no officer, official or employee of the Redevelopment Authority of the City of Milwaukee or the Department of City Development of the City of Milwaukee, has or will receive anything of value in connection with the issuance of a contract ensuing from this RFP

____________________ (Signature)

Subscribed and sworn to before me this ___ day of ________, 20__.

Notary Public, Milwaukee County, Wis.
My commission expires ________.
To ensure RACM is in compliance with any federal procurement requirements regarding suspension and debarment, CONSULTANT must sign this “Suspension/Debarment Certification Form”.

Submittal required prior to start of work on this project.

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The CONSULTANT certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment for federal assistance (e.g., General Services Administration’s List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that throughout the term of its federally-funded contracts with the Redevelopment Authority of the City of Milwaukee, the CONSULTANT will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

________________________   _______________________
Signature/Authorized Official           Date

________________________     ______________________
Printed Name       Contract Number

________________________
Title

________________________
Name of Company
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to RACM’s Request for Proposals No. 57742 include proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to RACM under a pledge of confidentiality. I would not have submitted this information had RACM not pledged to keep it confidential* and request that the following pages not be released:

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
<th>Topic</th>
</tr>
</thead>
</table>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative) Telephone Number

Name (Please Print) Company Name

Title Date

NOTE: RACM, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

RACM will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable RACM procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to RACM, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

RACM’s preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. ______, etc. Data contained in the proposal and all documentation becomes the property of the RACM, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.

Rev. 8/09
Attachment F


In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.


(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all
hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
